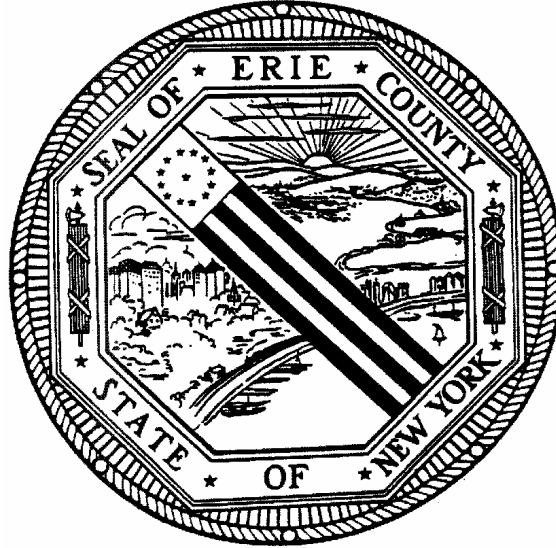


**County of Erie**  
Division of Information and Support Services



**Request for Proposal**  
**SAP COMPETENCE CENTER SERVICES**

All submittals must be received on or before May 3, 2004 at 2:00PM Eastern Standard Time.

The following Request for Proposal (RFP) is numbered consecutively from this page, page 1, to page 20. It is the vendor's responsibility to verify the completeness of the document.

The following Request for Proposal covers SAP COMPETENCE CENTER Services needed for the County of Erie, all departments located at 95 Franklin Street, Buffalo, New York, and all County of Erie extended/remote locations within Erie County and all participants in Erie County's shared service offering

Vendor must submit two (2) signed originals, each marked as "Original," six (6) copies and a CD copy, in Microsoft Word 2000, of the completed response.

**County of Erie**  
Division of Information and Support Services

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**County of Erie**  
Division of Information and Support Services

**Request for Proposal**  
**SAP COMPETENCE CENTER SERVICES**

**Submission Instructions**

**Responses must be received by 2:00 PM Eastern Standard Time, May 3, 2004.** The Division of Purchase will receive responses. Late responses will not be accepted. FAX responses will not be accepted. Responses must be submitted in a sealed envelope to:

County of Erie  
Division of Purchase  
Attention: Joseph F. Gervase, Director of Purchasing  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

**NOTE: Lower left hand corner of envelope MUST indicate the following:**

FOR: SAP COMPETENCE CENTER SERVICES

The envelope will be time stamped in reception upon delivery/submission.

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

Vendor Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

If you are submitting more than one RFP Response, each response must be enclosed in a separate envelope.

**County of Erie**  
Division of Information and Support Services

**NON-COLLUSIVE RESPONDING CERTIFICATION**

By submission of this response, each responder and each person signing on behalf of any responder certifies, and in the case of a joint response each party thereto certifies as to their own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this response have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this response have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and

(3) no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**RESPONSE NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME OF AUTHORIZED SIGNER \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

# County of Erie

## Division of Information and Support Services

### 1. OVERVIEW

#### A. Purpose of Erie County (herein the "County") SAP Competence Center

Erie County is on the verge of implementing SAP as the core application process for financials, procurement, human resources and payroll. The County must now develop an optimum post go-live support environment for SAP to insure that day-to-day operations run effectively as defined in service level agreements (SLA), enhancements are implemented as required, bugs are fixed on a timely basis, and SAP application upgrades are applied. In addition, future phases of SAP call for implementing Plant Management, Fleet Services, Call Center, Client Relationship Management and other SAP components to assist the county in achieving their strategic goals. These new development projects will be managed as unique projects but it is imperative that they coordinate intimately with the Competence Center to insure that a high level of integration is maintained for all application components.

The county favors the following model in providing SAP post go-live support:

- a) Business Management Ownership – during the current SAP implementation, the county established a Project Steering Committee chaired by the Deputy County Executive with membership from Department heads of the involved jurisdictions. It is intended to carry this leadership function forward, in an appropriate form, into post go-live support. This function will also own future new development projects, specifically the business processes.
- b) Business Power users – this is in place today and is the end users who are responsible for the business processes that have been developed. Business process stewards, subject matter experts and key users are all synonyms for business power users. This team is expert in integrated business processes; not SAP software. This group will resolve minor issues and reinforce end-user training where required.
- c) IT Help Desk – This is an enterprise technical help desk that acts as a single telephone support interface to capture, log and track all problem requests. This exists today and will interface with the Erie County Power Users.
- d) IT Infrastructure – the county operates the SAP infrastructure which consists of IBM P series AIX servers and a Cisco switched network with EMC storage area network.
- e) End Users – currently about 700 people exercising SAP transactions
- f) SAP Competence Center – responsible for second-level support of live SAP applications. It is also responsible for developing and enhancing them, and acting as a knowledge center on SAP products, tools and best practices. Be the Project Management Office for additions to and/or expansion of the SAP systems and other related applications in use by Erie County.
- g) SAP Global Support – third level support provided by SAP's own organization. The SAP Competence Center would coordinate all issues and subsequent fixes with SAP Global Support.

#### B. Goals of Erie County

The county is requesting assistance to establish and operate a SAP Competence Center. The first priority of the Competence Center is to support the county with their current SAP production

# County of Erie

## Division of Information and Support Services

release. This support function would include second-level support and application problem management; business support for group standards for application configuration, templates and master data; technical support for Basis and Web Application Server system operation, standards, and performance tuning; technical support of custom programs, interfaces and reports; and the management of SLA to the businesses.

The next priority is development. The Competence Center will coordinate the SAP development organization interface; development of new application configuration, modules and templates; new Basis and Web Application Server techniques, such as archiving, workflow, portals and Netweaver; development of custom programs; testing of support packs and upgrades; assistance for project rollouts and will act as a Project Management Office (PMO) to insure uniform and consistent integration with other SAP projects like Plant Management, Workforce Management, Homeland Security, etc., While these projects may be driven by other SAP teams their activities must be coordinated by the SAP Competence Center.

The third priority is to have the Competence Center act as a Knowledge Center. In this capacity the Competence Center would share all SAP experience and best practice across the enterprise; evaluate new SAP and third-party products, tools and services.

Erie County's project methodology is based on SAP's ASAP methodology that is encapsulated in IBM's Ascendant toolset. Erie County preference is to continue using Ascendant or a suitable replacement for all future SAP projects.

### C. Project Manager

Richard Stevenson

Erie County Division of Information and Support Services

95 Franklin Street, Suite 1511

Buffalo, New York 14202

Phone 715-858-8997

Fax 716-858-8072

Email [Stevensr@erie.gov](mailto:Stevensr@erie.gov)

You may obtain this RFP electronically upon request to the project manager.

### D. Bidder Conference

- a) A bidder's conference, 2 people maximum, will be held on Tuesday, April 20, 2004 at 10:00 AM EST in the Rath Building, 14<sup>th</sup> floor Division of Buildings and Grounds Conference Room.
- b) Please RSVP to the Project Manager by April 9, 2004.
- c) Any vendor who intends to submit a proposal is encouraged to attend the bidder conference.
- d) Bidders are encouraged to submit questions in writing to the Project Manager by 2:00PM EST on Friday, April 16, 2004.

### E. RFP Response Questions

- a) Final questions for RFP response must be submitted in writing to the project manager by 4:00PM EST on Friday April 23.
- b) All questions and answers will be shared via e-mail to all vendors who express the intention to submit a proposal at the bidder conference.

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### 2. SCOPE OF COUNTY SAP ENVIRONMENT

#### A. Overview

- a) The Vendor will be required to provide SAP Competence Center services, for business processing and Technical operating environments. Scope of application support is currently defined by the installed modules of SAP Public Sector Enterprise version 2.0 and further defined as ; Finance (FI), Controlling (CO), Funds Management (FM), Grants Management (GM), Budget Control Systems (BCS), Material Management (MM), Human Resources (HR), and Payroll (PR).
- b) SAP was purchased (licensed) with the vision to be operated as a shared service model and capable of being offered to municipalities, counties, cities, towns and villages. SAP software shall evolve to maintain technology and service currency with public sector version releases to the maximum extent practical.
- c) Initial operational considerations (IOC) including but not limited to: approximately 700 end users of which approximately 150 will operate the system concurrently.
- d) System management control subscribes to a formal change management policy in conjunction with SAP recommended promote-to-production methodology. Server configuration includes; Development, Quality Assurance, and Production systems. Data storage is provided by EMC Symetrics, data backup and restore functions performed by EMC's EDM technology.
- e) SAP database and operating system is Oracle 9i and AIX version 5.1.
- f) The term of the Agreement will be for three (3) years. The County may renew the agreement for two more consecutive three-year terms.
- g) Vendors must describe the method and means for resolving SAP trouble calls.
- h) Vendors are responsible for submitting a fully disclosed pricing plan

#### B. Erie County Power users

- |                          |       |  |
|--------------------------|-------|--|
| • Finance                | (FI)  | Director, Accounting Services              |
| • Treasury               | (TR)  | Senior Systems Accountant                  |
| • Cash Management        | (CM)  | Senior Systems Accountant                  |
| • Asset Accounting       | (AA)  | Chief of Accounting Services               |
| • Controlling            | (CO)  | Budget Analyst                             |
| • Funds Management       | (FM)  | Budget Analyst                             |
| • Grants Management      | (GM)  | Sr. Management & Organizational Consultant |
| • Project Systems        | (PS)  | Account Analyst                            |
| • Budget Control Systems | (BCS) | Budget Analyst Budget/Management           |
| • Materials Management   | (MM)  | Dep. Dir. Purchasing                       |
| • Human Resources        | (HR)  | Senior Personnel Clerk                     |
| • Payroll                | (PR)  | Senior Payroll                             |

#### C. Erie County Competency Center Staff

- |  |   |
|--|---|
| • Basis Support  | Basis Administrator<br>Junior Basis Administrator |
| • Application Support<br>(ABAP, SAPscript, Report Painter) | Programmers (7)                                   |
| • Training   | Training Coordinator<br>Trainer Quality Assurance |

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- Security SAP Security Specialist  
SAP Security Analyst

### D. Problem Reporting Methods

- Telephone help line –Power users will have the option of reporting problems with any of the supported systems by means of a toll-free Help Desk line. The toll-free area is to extend throughout the state of New York. U.S. coverage will be provided if not cost-prohibitive.
- Voicemail reporting – Power users should be able to leave a voicemail problem report if they are put on hold.
- Electronic mail reporting – Power Users will have the option of reporting problems with any of the supported systems by means of electronic mail. Electronic mail will be addressed to the SAP Competence Center.
- Other problem reporting methods – Erie County will entertain vendor suggestions for other methods of problem reporting, to supplement telephone and electronic mail reporting by Power Users, e.g.: Web-based problem report forms, self-help "knowledge bases."

### E. Hours of Operation –SAP Competence Center Support Services to be Available

Erie County requires 24X7X365 operation. Erie County's prime business hours are 7:00 am through 5:00 pm Eastern Standard Time, Monday through Friday, excluding Holidays. The majority of calls will occur during prime time.

### F. Types of Problems to be Handled by Vendor

SAP Competence Center Help Desk staff will represent themselves as part of Erie County. They are not expected to interpret Erie County policies, nor is this desired. Some general types of questions they are expected to handle include:

- Functionality - Users who do not understand how to work the application/equipment.
- Bug and Outage Reporting - When the equipment/application is not working correctly or it crashes.
- Resolve Complex Problems - Directly or represent Erie County with SAP support or development group as required.

### G. Prioritization of Problem Reports (Each problem report should be considered severe, however the following classifications can be assigned to a particular call by the Erie County Power User.)

- Priority 1 –  
Widespread problems affecting either:  
Multiple users at one or more locations;  
Multiple systems; or  
Multiple users of one system: or  
Critical systems.
- Priority 2 –  
Single user accessing from work location: (must be carefully assessed, as they may be indicative of a more widespread problem.)  
Single user accessing from their home locations when business-driven deadlines are at hand; for example, the problem has arisen the day before a critical payroll deadline.
- Priority 3 –  
Single user accessing from home location  
Non-critical widely spread system.

### H. Define Process for Problem Escalation

Vendor must have a clearly articulated procedure for escalating problems through an internal chain-of-command. Erie County will provide an escalation contact list. Conditions, which can trigger escalation, are when target response or resolution times are not met. Erie County will



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provide vendor with detailed guidelines for each functional area on:

- a) Prioritizing problems.
- b) Policy Interpretation.  
vendor staff are not permitted to interpret County policies, however, they must have a working familiarity with the subject matter of each application's procedures for referral.
- c) County point-of-contact (Power Users) will be identified for each functional area or application.
- d) Back-up staff will be identified for each functional area or application.
- e) Referrals will take the form of electronic mail (preferred) or telephone calls, (depending on the severity of the problem).

### I. Incident Tracking

- a) Vendor must have technology in place to track each incident reported from beginning through resolution.
- b) Vendor shall provide to the County real-time access to the problem tracking system.
- c) Problem analysis - Vendor should provide tools and methodologies to analyze patterns of problem reports documented in the tracking system, for management review at Erie County.
- d) Content and feedback – Erie County views incident tracking data as an opportunity to learn from users' problems and improve the service levels. As such, problem reports must contain sufficient detail so as to identify the locations or functions where users are having trouble and bring trends to the attention of County management as soon as possible.

### J. Requirements

The County will evaluate each vendor's response based on the "Total Overall Best Value" concept. This means that the response(s), which "optimizes quality, cost, and efficiency among the responsible and responsive responders", shall be selected for award. The vendors must meet all of the technical and non-technical mandatory requirements. Factor(s), which are part of the evaluation, are included below.

Mandatory:

- a) Vendors with three (3) years successful experience supporting an SAP R3 environment.
- b) Demonstrated success as liaison with SAP Technical Support Submitting and Managing Online Service System (OSS) Notes from initiation to resolution.
- c) A clearly articulated plan to incorporate SAP ASAP project implementation methodology into the Project Management Office will be viewed favorably by the evaluation team.
- d) Vendors must have reference able support skills working in an SAP environment the size and complexity of Erie County's installation.
- e) The vendor must demonstrate that they have, currently in place, the infrastructure necessary to provide continuous support, 24-hours a day, 365 days a year. All support requests must be answered by a qualified support professional as listed above.
- f) The vendor must have three years successful documented experience in providing SAP support services to public and/or private sector entities of comparable size and composition to the County. A minimum of three (3) references must be supplied from past/current customers to substantiate past work performance and experience.
- g) Evidence of ability to satisfy insurance requirements. Requirement may be satisfied by submission of a certificate of insurance and/or binder.
- h) Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Issuing Entity reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any service awarded as a result of this solicitation. In accord with such laws, this Issuing Entity does not discriminate against individuals on the basis of national origin or citizenship.

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- i) All vendor employees that will come into contact with Erie County will be subject to a background check.
- j) In performance of their duties pursuant to this Agreement, vendor shall fully indemnify and save harmless the County from suits, actions, damages and costs of every name and description relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of acts or omissions of vendor, their officers, employees, sub vendors, partners or agents.
- k) The vendor shall maintain the security, nondisclosure and confidentiality of all County information.

Preferred:

- l) Currently providing service to public sector clients.
- m) Vendors with Public Sector, Enterprise 4.7 Industry Standard Public Sector 2.0 experience.

### 3. SERVICE TERMS AND CONDITIONS

#### A. Vendor Responsibilities

The vendor will be responsible for SAP Competence Center services. Said services shall include, but not be limited to:

##### a) Services

The vendor shall provide SAP Competence Center services, which shall include, but not be limited to, support, development and knowledge center as described above. How these services are offered is to be determined by the vendor. For example, this service could be managed as part of a call center operation managed offsite by the vendor. Another option could be to place resources on county premises to provide the service, or, a combination of call center and onsite support.

##### b) Reports

The vendor shall compile service reports for all Competence Center activities. For example, problem reports will contain at minimum; call originator, date and time of call, business process impacted, priority assigned, resource assigned, resolution or reference to log of resolution referrals, classification of solution (break/fix, configuration tuning, training, etc.) date and time of resolution, county contact on resolution. The reports shall be supplied to designated county personnel on a monthly basis or upon request. Ad-hoc reporting must also be available. Erie County help desk currently uses Track-It to record trouble calls.

##### c) Liaison with the County.

- Vendor shall designate a representative to maintain liaison with the County in order to provide for the proper performance of their contractual obligations hereunder.
- Attend meetings with County representative in order to assess the contractual relationship, identify and resolve on-going issues and problems, if any.
- Receive materials and/or attend weekly Erie County "Change Management" meeting to receive and provide advance notice of scheduled changes.
- Provide the County with at least six (6) months notice of their intent to discontinue support for any hardware and/or software products.
- Cooperate with any other vendor retained by the County.
- The vendor shall provide his or her own secretarial support. The County will not provide any such support or associated materials.

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- The vendor will maintain continuity of the Competency Center Team provided to Erie County throughout the course of the service. Changes in the team staff will have to be approved by the County.
- A formal service level agreement will be required and shall include a metric to define a minimum cumulative number of years of Erie County experience.
- At the culmination of the service term, all documentation in hard copy and in diskette/electronic format and other documentation which the County offered to the vendor to assist in their efforts and/or which was prepared by the vendor in the course of the performance of their duties hereunder will be turned over to the County within thirty (30) days of service termination.
- Provide an "800" or other toll free Telephone Number 24-hours per day, 365 days per year, (remote support model) for all calls and/or questions.

### B. County Responsibilities

- a) County will assign a management level staff person and alternate to act as the liaison for the agency and as a primary contact for the vendor.. The County contact will respond to all technical and analytical questions from the vendor.
- b) County will provide the vendor team access to documentation and authorized power users, which will assist the vendor in their performance of their duties hereunder.
- c) Erie County will provide the selected vendor with an Escalation Policy listing contacts by Business area, criteria defining scope, severity and duration of problem or service disruption requiring escalation notification.

### C. Termination

The County reserves the right to not award and/or contract or terminate this contract at anytime either prior to award or after award as follows:

- a) Awarded, but not contracted. At any time, without cause. In such event, appropriate written notice will be given to the awarded vendor(s).
- b) Post Award. The County may terminate the Contract on thirty (30) days notice in writing whenever, it in their judgment, such action is required in the best interest of the County, by delivering to vendor, a notice of termination specifying the extent to which performance of work under this contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, vendor shall act promptly to minimize the expenses resulting from such termination. The County shall pay Vendor the costs actually incurred up to the effective date of such termination based on contractual rates in effect at such time.
- c) In the event of early termination: The vendor will be paid for the portion of the services completed and accepted by the County prior to termination based on the total cost/price for that service deliverable.

### D. Billing and Payments

- a) Each payment from the County shall be due thirty (30) days from the invoice date. During this 30-day period the County may audit the invoice submitted by Vendor.
- b) Vendor's invoice shall separately state fees and charges applicable to any requested modifications. Any changes occurring after the 1st of the month shall be applied as of the 1<sup>st</sup> of the following month.
- c) Any credits due under this Contract, whether from billing adjustments, changes in coverage, price reductions, charge backs, or any other reason, shall be in the form of a credit on the next months billing. Under such circumstances, when the application of credit has no value to the County, such credit shall be paid in cash to the County.

# **County of Erie**

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### **E. Insurance & Indemnification**

- a) Vendor hereby agrees to indemnify and save harmless the County from suits, actions, claims, damages, and costs brought by third parties for damages and costs relating to personal injury or tangible property damage arising out of and to the extent caused by the negligence or wrongful misconduct of Vendor's employees or agent.
- b) Vendor shall carry and document, at the request of the County, Worker's Compensation insurance for all employees engaged in the provision of services under this agreement.
- c) Vendor shall, at their own cost and expense, obtain and maintain in full force and effect, with sound and reputable insurers, during the term of this Agreement and prior to the commencement of work, insurance coverage.
- d) Each such policy shall be documented to the County within five (5) days of the final approval of this Agreement and the County shall receive thirty (30) days advance written notice in the event of cancellation or material change in such policy.

### **F. Security and Confidentiality**

- a) The Vendor shall at all times comply with all security regulations in effect at the County premises, or any premises assigned, and externally for materials belonging to the County. Vendor and County shall take appropriate action with respect to their employees to insure that the obligations of non-use and non-disclosure of confidential information under this Contract can be fully satisfied.
- b) Vendor shall maintain the confidentiality of County and third party confidential and proprietary information. Unless otherwise specified by County in writing, all information related to County operations, including but not limited to information such as data, programs, program logic, and documentation, disclosed during term of this contract shall be treated as confidential. However, Vendor shall not be required to keep confidential any such confidential material which is publicly available without fault on their part, independently developed by Vendor, disclosed by the County to third parties without similar restrictions, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. Vendor shall require all staff providing service under this contract to sign a written statement binding them not to disclose to and to use it only on the performance of this contract.
- c) Vendor shall release County confidential information only to Vendor employees who have signed a written agreement binding them not to disclose it and to use it only in the performance of this contract. Vendor shall be fully responsible to the County for failure by persons either directly or indirectly employed by it in the performance of services under this contract to maintain confidentiality as required herein.
- d) County will keep in confidence and protect Vendor Proprietary Information from disclosure to third parties and restrict their use as provided in this agreement. County acknowledges that unauthorized disclosure of proprietary Information may cause substantial economic loss to Vendor or their licensors. All materials containing Proprietary Information will be marked by the Vendor with "Proprietary", "Confidential", or in a manner, which gives notice of their proprietary nature.
- e) Upon termination or cancellation of any license granted under this agreement, County will destroy (and, in writing, certify destruction) or return to Vendor all copies of the Software license which has been terminated or cancelled and any other related Proprietary Information in County's possession (including Proprietary Information incorporated on other software or writings).
- f) Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed by Vendor personnel (alone or jointly with County) in connection with Information Services provided to County will be the exclusive property of the County. Vendor grants to County a perpetual, non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this agreement.

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## Division of Information and Support Services

- g) County acknowledges that all specified support materials provided by the Vendor, including without limitation, diagnostic software, are the property of and include Proprietary Information of Vendor.
- h) County will inform their employees of their obligations under this Section and instruct them so as to insure such obligations are met.

### G. Contract/Proposal Specifics

- a) The Vendor's Proposal for the On-Going SAP COMPETENCE CENTER SERVICES will be composed and presented in the following format and order:
  - I. Proposal Cover Letter.
  - II. Title Page and Table of Contents - The Proposal must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
  - III. Service Scope Overview.
  - IV. Work Approach Narrative – The work approach narrative shall describe the methods and means the responder intends to implement for delivery of high quality and reliable services hereunder. Without limiting the generality of the foregoing, responder shall address each item of the Evaluation Criteria and identify:
    - proposed staff to be assigned to the service including number(s) of technicians, supervisory staff, etc.; where staff will be based; software certifications, Industry Standard Band Rating, etc.;
    - SAP COMPETENCE CENTER method and means;
    - proposed service levels (including metrics);
    - transition plan to accomplish a smooth transition from the services provided by the existing system implementation partners, County staffed helpdesk, etc.;
    - plan for call escalation, call coverage and response times.
- b) Cost Worksheets  
Presentation of Cost Information. The Bidder should follow the following guidelines for all cost information:
  - i. The Bidder should quote all costs for their Proposal (including fees for licenses, maintenance, support, consultation, training, customization, software installation, etc.) on a single, consolidated set of cost sheets that are clearly identified as "Costs for Proposed Solution."
  - ii. Structure the worksheets so that the prices of essential items are totaled separately from optional items in the proposed solution.
  - iii. Structure the worksheets so that costs for separate phases of implementation are shown separately (startup costs vs. ongoing costs, support for additional modules, additional users).
  - iv. Quote out-of-scope rates.
- c) Exceptions.
  - i. The Bidder shall clearly describe any and all deviations in their Proposal from the functional requirements stated in this RFP and also describe any enhancements that could be made by the Bidder to satisfy those requirements.
  - ii. General Exceptions. The Bidder shall also clearly state their objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. These responses must be presented together in a separate document. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
  - iii. The County will not consider the submission of the Bidder's standard software license

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and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.

- iv. The bidder shall clearly identify any and all deviations, required product enhancements, and other differences that exist between the bidder's proposal and the requirements of this RFP.
- d) Agreements to be incorporated.

If the bidder requires that a software license and/or software support agreement be included in the contract, and if the bidder provides source code under an escrow agreement, the bidder should prepare such agreements in accordance with the provisions of this RFP and include them with the proposal.
- e) Statement of Qualifications - The Vendor's Proposal will include resumes for each staff member recommended for this service. The resumes will be referenced to verify that the staff has met the minimum requirements requested. The Vendor will include a Vendor Technical Skill Matrix, as a means of facilitating the evaluation process.
- f) This RFP for SAP Competence Center Services.
- g) RFP completed forms: Submission Instruction form, Non-Collusion Responding Certification & Legal Status form.
  - i. This Proposal must satisfy all the requirements cited in this RFP. The Proposal is subject to outright rejection from further consideration if the Proposal is unsatisfactory in the judgment of the County.
  - ii. The Contract is targeted to commence upon award, approval by the Erie County Legislature and contract finalization by the County.
  - iii. Work performed beyond the scope of this Contract as defined by this Service Definition without prior approval from the County will not be compensated. Include rates for approved out-of-scope work.
- iv. Date/Time Warranty
  - 1. Vendor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Vendor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.
  - 2. Where Vendor is providing ongoing services, including but not limited to:
    - i. consulting, integration, code or data conversion.
    - ii. maintenance or support services.
    - iii. data entry or processing.
    - iv. contract administration services (e.g. billing, invoicing, claim processing), vendor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Vendor's business operations in processing date/time data (including, but not limited to, calculating comparing, and sequencing) various date/time transitions, including leap year calculations. Vendor shall be responsible for damages resulting from any delays, errors or untimely performances resulting there from, including but not limited to the failure or untimely performance of such services.
  - 3. This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Vendor's or Product manufacturer/developer stated date/time warranty term, whichever is longer.

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Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

### 4. EVALUATION AND SELECTION

- A. Evaluation Criteria – In order to determine BEST VALUE to the County, the proposals will be evaluated for each category of service on the basis of the following criteria:

<b>Criteria</b>	<b>Weight</b>
<b>Financial Component:</b>	<b>(30%)</b>
Cost to the County	30%
<b>Transitional Component:</b>	<b>(5%)</b>
Quality of Transition Plan	5%
<b>Functional Component</b>	<b>(55%)</b>
a) Production Support Currently using SAPR3 version 2.0	30%
b) Application Development Support – PMO	15%
c) SAP Knowledge Center for Enterprise	10%
<b>Ability to Execute</b>	<b>(10%)</b>
Referenceable experience with an entity the size of Erie County	10%

**TOTAL: 100%**

Firm's proposal must include a detailed work plan to insure a smooth transition from County SAP Implementation go live activities, to SAP Competence Center support which demonstrates the firm's ability and time, as well as County resource time, required to assume full contractual performance with no performance decline and/or adverse Impact on operations

The evaluation of the written proposals may require any of the following methods of clarification and validation: telephone, e-mail, mail, etc., correspondence with authorized Vendor representatives.

#### B. Selection

- A proposal shall be deemed unacceptable if it fails to meet the minimum proposal criteria. Unacceptable responses will not be evaluated or ranked.
- All proposals deemed responsive to the proposal criteria shall be ranked for each named criteria on the score of 1 to 5, with 1 being the lowest and 5 being the highest. The combined evaluations received for the Functional and Financial components of the responses for each service area will be totaled to determine the Best Value to the County for each service area. The Best Value Totals for each category will then be totaled to determine the Best Total Value to the County.
- The top three (3) ranked vendors will be invited to give a verbal presentation to the Competence Center Evaluation Team.
- The County reserves the right to reject all responses and/or to award all or part of this service.

#### Material Exceptions

Any exceptions raised during the response process will be evaluated to determine if they are "material" changes from the service description. Any exception which would place the vendor raising the exception in a better, more advantageous position than other vendors will be deemed material and the County has the right to ask the responder to either withdraw the exception or the County may reject the response.

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**Schedule of Events**

<b>Date</b>	<b>Time</b>	<b>Event</b>
<b>April 1, 2004</b>		<b>RFP sent to Vendors</b>
<b>April 9, 2004</b>		<b>RSVP Bidder Conference to Project Manager</b>
<b>April 16, 2004</b>	<b>2:00 PM EST</b>	<b>Pre-Conference Questions Due</b>
<b>April 20, 2004</b>	<b>10:00 AM EST</b>	<b>Bidder Conference</b>
<b>April 23, 2004</b>	<b>4:00 PM EST</b>	<b>Last Day for Questions</b>
<b>May 3, 2004</b>	<b>2:00 PM EST</b>	<b>RFP Response Due</b>
<b>May 17, 2004</b>	<b>4:00 PM  EST</b>	<b>Notify Top Three ( 3) Vendors</b>
<b>May 24, 2004 – May 28, 2004</b>	<b>TBD</b>	<b>Top Three (3) Vendor Presentations</b>
<b>June 11, 2004</b>	<b>4:00 PM  EST</b>	<b>Notification of Recommended Vendor</b>
<b>End June 2004</b>		<b>Legislative Approval (tentative)</b>
<b>TBD</b>		<b>Contract Finalization</b>



**County of Erie**  
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**GENERAL INSTRUCTIONS TO RESPONDERS**

1. RESPONSE SHALL include the requested documentation or response will not be considered. Response must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS RESPONSE DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any responses received in the Erie County Division of Information and Support Services after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event of the closing of the Rath Building, 95 Franklin Street, and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Information and Support Services control, an extension will be granted until the same time the next business day.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A RESPONDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such responder, or in the event that such change in the Invitation to Response is not discovered prior to entering into a contract, to void any contract entered into pursuant to such response.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all responses, to accept either in whole or in part any one response or combination of responses, as may be provided in the response specifications, or to waive any informality in responses. The County does not obligate itself to accept the lowest or any other proposal.
6. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services response to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
7. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this response: IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
8. FAILURE TO MEET DELIVERY SCHEDULE as per accepted response may result in legal action by the County of Erie to recover damages.
9. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
10. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the response. There will be no additional charges for delivery.
11. NO TAXES ARE TO BE BILLED TO THE COUNTY. Responses shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net response.
12. THE SUCCESSFUL RESPONDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body, which may apply to their performance under this contract.
13. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this response or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful responder engaged in any other illegal or improper scheme promoting favoritism or unfairness incidental to the responding process or the performance of this agreement. In the event that it is

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## **Division of Information and Support Services**

determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

14. **INSURANCE** shall be procured by the Successful Responder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in by the Division of Purchase, unless otherwise stipulated in these Response Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE.  
CERTIFICATES OF INSURANCE shall be furnished by the successful responder on Erie County Standard Insurance Certificate (available from the EC Division of Purchase).
15. **ANY CASH DISCOUNT**, which is part of response, will be considered as a reduction in the response prices in determining the award of the response. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
16. **CHANGES IN THE WORK.** The County may, as the need arises, through the appropriate County personnel, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the Vendor and County.
17. **RESPONSE OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME** will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a responder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
18. **IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS RESPONSE DOCUMENT ARE OFFERED**, the responder must so state and furnish at the time of response opening, if so requested, and as part of his response the following information in duplicate:
  - (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the County, sufficient detail is not presented as a part of the sealed response to permit definitive evaluation of any substitute item, the response will not be considered.
  - (b) Descriptive literature of item offered, for evaluation.
  - (c) List of installations in Erie County of the item offered.
  - (d) List of other installations.
19. **ANY ADDITIONAL INFORMATION** for which responder desires to add to the response shall be written on a separate sheet of paper, attached to and submitted with the formal sealed response.
20. **WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS** in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or works performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the Vendor at his own expense.
21. **VENDOR SHALL CLEAN UP** and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
22. **THIS RESPONSE IS FIRM AND IRREVOCABLE** for a period of 60 days from the date and time of the response opening. If a contract is not awarded within the 60-day period, a responder to whom the response has not been awarded may withdraw his response by serving written notice of his intention to do so upon the Project Manager.

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## **Division of Information and Support Services**

23. PRICE CHARGED TO THE COUNTY OF ERIE is to be no higher than those offered to any other governmental or commercial consumer. If a responder has a New York State or a Federal GSA contract for any of the items covered in this response or any similar items, he shall so indicate that he has said contract on these response papers and automatically supply a copy of this contract within five days after notification of award.
24. PRICE IS FIRM. The unit price response shall remain firm, and any other charges response shall also remain firm, for delivery of the equipment, material, work, or services described in this response. No cost increase shall be charged for any reason whatsoever.
25. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this response to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same response price upon the mutual agreement of the successful responder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
26. IN EXECUTING THIS RESPONSE, THE RESPONDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the responder, and that the prices quoted include all required materials and services. The undersigned has checked all of the response figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this response. Mistakes or errors in the estimates, calculations or preparation of the response shall not be grounds for the withdrawal or correction of the response or response security. In case of error in extension of prices in the response, the unit price will govern.
27. COSTS OF PROPOSAL - The County is not liable for any costs incurred by a responder or potential responder in making a Proposal. Responders are responsible for all costs related to a Proposal, including the cost of attending meetings such as a bidder's conference or making presentations.
28. LOW BALL SUBMITTALS - The County shall enter into an agreement only after it has determined that prices to be paid are reasonable. The County reserves the right to have a Responder provide additional documentation supporting the responders pricing and the responder's ability to meet the responsibilities stated in the RFP.
29. ACCOUNTABILITY. The undersigned shall be fully accountable for his or their performance under this response, or any contract entered into pursuant to this response, and agrees that he, or their officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
30. TERMINATION OF CONTRACT:
- i. Either party upon thirty (30) days written notice may terminate this agreement, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
  - ii. At their option, the County may at any time for any reason terminate this agreement and the Vendor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
  - iii. In the event of termination for any reason other than the fault of the Vendor, or the non-availability of funds as provided in the above Executor Clause, the Vendor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

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**Legal Status**

To facilitate correct drawing and execution of contract, responder shall supply full information concerning legal status:

FIRM NAME \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE- STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

If foreign corporation, state if authorized to do business in the State of New York:

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____

Exhibit "A"



## County of Erie

JOEL A. GIAMBRA  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

### **ASSIGNMENT OF PUBLIC CONTRACTS**

#### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 1/00)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716)  
858-6395